

# Exhibit “A”

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF QUEENS

-----x Index No.:  
WOODS & JAYE SALES COMPANY, INC., and  
WOODS & JAYE REALTY COMPANY, LLC.,

Plaintiffs,

SUMMONS

-against-

SENTINEL INSURANCE COMPANY LIMITED,

Defendant.

-----x

To the above-named Defendant:

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer on the Plaintiffs' Attorneys within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded herein.

Dated: New York, New York  
April 4, 2018

WILKOFISKY, FRIEDMAN,  
KAREL & CUMMINS

By: 

ROMAN RABINOVICH  
Attorneys for Plaintiffs  
299 Broadway - Suite 1700  
New York, New York 10007  
(212) 285-0510

TO: SENTINEL INSURANCE COMPANY LIMITED,  
c/o Department of Financial Services  
1 State Street, 19<sup>th</sup> Floor  
New York, New York 10004

JW:ken/js  
17J170.L2.wpd

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF QUEENS

-----x Index No.:  
WOODS & JAYE SALES COMPANY, INC., and  
WOODS & JAYE REALTY COMPANY, LLC.,

COMPLAINT

Plaintiff,

-against-

SENTINEL INSURANCE COMPANY LIMITED,

Defendant.  
-----x

Plaintiffs, by their attorneys, WILKOFISKY, FRIEDMAN, KAREL  
and CUMMINS, as and for their Complaint, herein allege the  
following upon information and belief:

FIRST: At all times hereinafter mentioned, Plaintiff,  
WOODS & JAYE SALES COMPANY, INC., was and is a corporation duly  
organized and existing under and by virtue of the laws of the  
State of New York.

SECOND: At all times hereinafter mentioned, Plaintiff,  
WOODS & JAYE REALTY COMPANY, LLC., was and is a corporation duly  
organized and existing under and pursuant to the laws of the  
State of New York.

THIRD: Upon information and belief, the Defendant Sentinel  
Insurance Company Limited, (hereinafter, "Defendant") was and is  
a company duly organized and existing under and by virtue of the  
laws of the State of Connecticut, and is duly licensed to issue  
insurance policies within this State, including the insurance  
policy at issue herein.

AS AND FOR A FIRST CAUSE OF ACTION

FOURTH: Heretofore and on or before July 25, 2016, the Defendant issued a certain policy of insurance to Plaintiffs bearing number 12 SBA UJ7837 SB (the "Policy"), wherein and whereby it did insure Plaintiffs' building and property with a replacement cost limit of \$2,000,000.00.

FIFTH: At all times herein mentioned, Plaintiffs possessed a valid insurable interest with respect to the aforementioned premises and property.

SIXTH: At all relevant times, the Policy was in full force and effect.

SEVENTH: On or about July 25, 2016, Plaintiffs' building was damaged due to a covered peril.

EIGHTH: Plaintiffs submitted a claim for building damages and made due demand to Defendant pursuant to the Policy.

NINTH: Defendant assigned claim number Y44F52524 (the "Claim").

TENTH: On August 11, 2016, Defendant denied Plaintiffs' claim. See Exhibit "1" annexed hereto.

ELEVENTH: As a result of Defendant's breach of contract, Plaintiffs sustained damage in at least the sum of Five Hundred Thousand (\$500,000.00) Dollars and 00/100.

TWELFTH: No part of said sum has been paid although duly demanded.

THIRTEENTH: Defendant, by and through its agents and employees, had a duty to fairly, timely and accurately adjust the Claim.

FOURTEENTH: Defendant failed to fairly, timely and accurately adjust the Claim following the loss.

FIFTEENTH: Defendant ratified the actions of its agents and employees by failing to pay the Claim following the loss.

SIXTEENTH: Defendant's failure to acknowledge its duty to pay the Claim constitutes a breach of the insurance contract.

SEVENTEENTH: Plaintiffs anticipate incurring an additional consequential loss for litigation costs and attorney's fees related to the Claim.

EIGHTEENTH: Defendant has breached the covenant of good faith and fair dealing that is implicit in the contract of insurance between Plaintiffs and Defendant, by not paying the Claim in a timely manner.

NINETEENTH: Defendant has breached the covenant of good faith and fair dealing that is implicit in the contract of insurance between Plaintiffs and Defendant, by its failure to pay the Claim in its entirety.

TWENTIETH: The breach of contract and bad faith conduct of Defendant is a proximate cause of the consequential damages to the Plaintiff.

TWENTY-FIRST: The parties to this policy necessarily knew and should have known that a breach of the covenant of good faith and fair dealing by Defendant would necessarily cause

Plaintiffs to incur further losses including, but not limited to, legal fees and litigation expenses as a consequence of its breach.

TWENTY-SECOND: Plaintiffs reserve the right to assert consequential damages under Bi-Economy Mkt., Inc. v Harleysville Ins. Co. of New York, 10 N.Y.3d 187, 856 N.Y.S.2d 505 (2008) and Panasia Estates, Inc. v. Hudson Ins. Co., 10 N.Y.3d 200, 856 N.Y.S.2d 513 (2008).


**WHEREFORE**, Plaintiffs respectfully demand judgment as follows:

(a) On the First Cause of Action against Defendant in the sum of at least Five Hundred Thousand (\$500,000.00) Dollars and 00/100, plus consequential damages, reasonable attorney's fees, together with interest thereon from July 25, 2016, and the costs and disbursements of this action;

(b) Such other further and different relief as to this court may seem just and proper.

Dated: New York, New York  
April 4, 2018

WILKOFISKY, FRIEDMAN,  
KAREL & CUMMINS

By:   
ROMAN RABINOVICH  
Attorneys for Plaintiffs  
299 Broadway - Suite 1700  
New York, New York 10007  
(212) 285-0510

RR:ken/js  
20172/17J170.L1



# NYSCEF - Queens County Supreme Court Confirmation Notice



This is an automated response for Supreme Court cases. The NYSCEF site has received your electronically filed documents for the following case.

**705135/2018**

**WOODS & JAYE SALES COMPANY, INC. et al - v. - SENTINEL INSURANCE COMPANY LIMITED**

**Assigned Judge: None Recorded**

**Documents Received on 04/04/2018 06:35 PM**

<b>Doc #</b>	<b>Document Type</b>	<b>Motion #</b>
1	SUMMONS + COMPLAINT Does not contain an SSN or CPI as defined in 202.5(e) or 206.5(e)	

## Filing User

Name:	<b>Roman Rabinovich</b>		
Phone #:	<b>9172150517</b>	E-mail Address:	<b>romanlaws@gmail.com</b>
Fax #:	<b>212-285-0531</b>	Work Address:	<b>299 BROADWAY, SUITE 1700 NEW YORK, NY 10007</b>

## E-mail Notifications

An e-mail notification regarding this filing has been sent to the following address(es) on 04/04/2018 06:35 PM:

**RABINOVICH, ROMAN - romanlaws@gmail.com**

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Audrey I. Pheffer, Queens County Clerk and Clerk of the Supreme Court - [apheffer@nycourts.gov](mailto:apheffer@nycourts.gov)  
Phone: 718-298-0173, 718-298-0601 Website: <https://www.nycourts.gov/COURTS/11jd/queensclerk>

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**NYSCEF Resource Center - [EFile@nycourts.gov](mailto:EFile@nycourts.gov)**  
**Phone:** (646) 386-3033 **Fax:** (212) 401-9146 **Website:** [www.nycourts.gov/efile](http://www.nycourts.gov/efile)

**EXHIBIT “1”**





THE HARTFORD  
EASTERN PROPERTY OFFICE  
P.O. BOX 14268, 8 FARM SPRINGS ROAD  
LEXINGTON KY 40512

August 11, 2016

WOODS AND JAYE SALES CO INC  
3309 37TH AVE  
LONG ISLAND CITY NY 11101

Re: Insured: WOODS AND JAYE SALES CO INC  
Claimant: WOODS AND JAYE SALES CO INC  
Date of Loss: July 25, 2016  
Policy Number: 12SBAUJ7837  
Event Number: CP0016932899  
Claim Number: Y44 F 52524

Dear WOODS AND JAYE SALES CO INC,

Thank you for submitting your claim. You advised that following storms in the area, water leaked in to your building, causing interior damage. You advised that scaffolding was recently placed on the roof for repairs related to another loss. As a result the scaffolding punctured a hole in the roof allowing the water to enter. We sent an adjuster to inspect the damages.

The adjuster's inspection showed that the water leak originated from the roof. He noted that there was some blistering on the roof and an area that was pointed out to him where the scaffolding made a mark on the roof. He did not locate any openings on the roof from the weather. As we have discussed, interior rain water damage is only covered when it is the result of direct physical damage to the building from a covered cause of loss. Unfortunately, faulty workmanship is specifically excluded by the policy, as is maintenance issues. It is for this reason that we must take the position to deny coverage for both the interior water damages to the building and the damage to your roof. As discussed we are able to extend coverage under the policy for the equipment that was damaged. We will be able to evaluate this portion of your loss once the forms are returned. You may reference the following policy language carried under policy number 12 SBA UJ7837, with effective dates of 05/08/2016-05/08/2017, which states:

#### **SPECIAL PROPERTY COVERAGE FORM (SS 00 07 07 05)**

##### **A. COVERAGE**

We will pay for direct physical loss of or physical damage to Covered Property at the premises described in the Declarations (also called "scheduled premises" in this policy) caused by or resulting from a Covered Cause of Loss.

##### **4. Limitations**

a. We will not pay for direct loss of or damage to:

(3) The interior of any building or structure caused by or resulting from rain, snow, sleet, ice, sand or dust, whether driven by wind or not, unless:

- (a) The building or structure first sustains physical damage by a Covered Cause of Loss to its roof or walls through which the rain, snow, sleet, ice, sand or dust enters; or
- (b) The direct physical loss or physical damage is caused by or results from thawing of snow, sleet, or ice on the building or structure.

## B. EXCLUSIONS

1. We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

2. We will not pay for physical loss or physical damage caused by or resulting from:

**c. Miscellaneous Type of Loss:**

- (1) Wear and tear
- (2) Rust, corrosion, fungus, decay, deterioration, hidden or latent defect or quality in property that causes it to damage or destroy itself;

3. We will not pay for loss or damage caused by or resulting from any of the following. But if physical loss or physical damage by a Covered Cause of Loss results, we will pay for that resulting physical loss or physical damage.

**c. Negligent Work: Faulty, inadequate or defective:**

- (1) Planning, zoning, development, surveying, siting;
- (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
- (3) Materials used in repair, construction, renovation or remodeling; or
- (4) Maintenance of part or all of any property on or off the "scheduled premises".

By this denial, we do not waive any other policy terms or conditions. Additionally, The Sentinel Insurance Company specifically reserves the right to assert additional policy limitations and/or exclusions not previously mentioned which may later become apparent. Of course, if you have any new information, which may alter our decision, please notify this office. We will gladly review any new documentation submitted for consideration. If you have any questions concerning your claim, please feel free to call.

It is most unfortunate when a loss of any nature occurs and we sympathize with any inconvenience that this loss may have caused you. We value your business and strive to provide the best quality claim service. )

We are required to inform you that under Regulation 64 of the New York State Department of Financial Services, any legal action which you may elect to take against this company regarding this claim must be brought within two years of the date of loss.

Sincerely,

*Tammy Buonopane*

Tammy Buonopane  
Inside Claim Rep  
Phone: (800) 280 - 0555 Ext. 2307065  
tammy.buonopane@thehartford.com

Writing Company Name: Sentinel Insurance Company, Ltd.



# NYSCEF - Queens County Supreme Court

## Confirmation Notice



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**705135/2018**

**WOODS & JAYE SALES COMPANY, INC. et al - v. - SENTINEL INSURANCE COMPANY LIMITED**

**Assigned Judge: None Recorded**

**Documents Received on 04/05/2018 01:05 PM**

<b>Doc #</b>	<b>Document Type</b>	<b>Motion #</b>
2	EXHIBIT(S) 1 Does not contain an SSN or CPI as defined in 202.5(e) or 206.5(e)	

### Filing User

Name:	<b>Roman Rabinovich</b>		
Phone #:	<b>9172150517</b>	E-mail Address:	<b>romanlaws@gmail.com</b>
Fax #:	<b>212-285-0531</b>	Work Address:	<b>299 BROADWAY, SUITE 1700 NEW YORK, NY 10007</b>

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SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF QUEENS

-----x Index No.: 705135/18  
WOODS & JAYE SALES COMPANY, INC., and  
WOODS & JAYE REALTY COMPANY, LLC.,

Plaintiffs,

-against-

**AFFIDAVIT OF SERVICE  
UPON THE DEPARTMENT  
OF FINANCIAL  
SERVICES**

SENTINEL INSURANCE COMPANY LIMITED,

Defendant.  
-----x

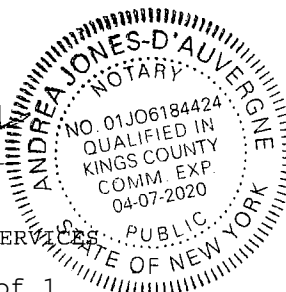
ADAM RAMOTAR, being duly sworn, deposes and says: I am over the age of eighteen years, and reside in the State of New York, County of Kings.

On the 5<sup>th</sup> day of April, 2018 at 3:10 o'clock at 1 State Street, 4th Floor, borough of Manhattan, City and State of New York, I served the Summons and Complaint and Notice of Commencement of Action Subject to Mandatory Electronic Filing, together with a \$40.00 fee, in this action upon the Superintendent of Insurance as an authorized agent of TRI-STATE CONSUMER INSURANCE COMPANY by delivering to and leaving a true copy thereof upon Marie T. Vullo, the Superintendent of Insurance, by: Robert Friedman, an agent authorized to accept service.

  
ADAM RAMOTAR

SWORN TO BEFORE ME  
THIS 5<sup>th</sup> DAY OF APRIL, 2018

  
NOTARY PUBLIC





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**Assigned Judge: None Recorded**

**Documents Received on 04/05/2018 05:13 PM**

<b>Doc #</b>	<b>Document Type</b>	<b>Motion #</b>
3	AFFIRMATION/AFFIDAVIT OF SERVICE Does not contain an SSN or CPI as defined in 202.5(e) or 206.5(e)	

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Phone #:	<b>9172150517</b>	E-mail Address:	<b>romanlaws@gmail.com</b>
Fax #:	<b>212-285-0531</b>	Work Address:	<b>299 BROADWAY, SUITE 1700 NEW YORK, NY 10007</b>

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